
AGREEMENT

BETWEEN

THE CITY OF BATTLE CREEK, MICHIGAN

AND

**THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL NO. 335**

EFFECTIVE July 1, 2014 through June 30, 2017

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AGREEMENT

This Agreement is entered into by and between the CITY OF BATTLE CREEK, MICHIGAN, a municipal corporation, hereinafter referred to as the "City," and LOCAL NUMBER 335 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as BATTLE CREEK FIRE FIGHTERS ASSOCIATION, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement; to promote orderly and peaceful labor relations for the mutual interest of the City, its employees and the Union; to provide for the material well-being of the employees; and to promote the general efficiency of the work force.

Pursuant to Public Act 9 of 2011, the parties to this agreement are required to include the following language: An Emergency Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE 2 **RECOGNITION**

Section 2.1 – Recognition: The City recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees of the Fire Department of the City, with the exception of the Chief, Battalion Chiefs and clerical employees.

- a) The City shall not enter into any Agreement with its employees covered by this bargaining unit, individually or collectively or with any other organization which in any way conflicts with the provisions hereof.
- b) The word "permanent," when used to describe employee status, is used to distinguish full-time employees from temporary and/or seasonal employees.

Section 2.2 – Representation: Employees within the bargaining unit shall be represented by full-time, permanent employees of the City who are part of the collective bargaining unit covered by this Agreement. Three (3) of such employees shall constitute the Union's bargaining committee and three (3) of such employees shall constitute the grievance committee. The grievance committee shall be responsible for the processing of grievances under the grievance procedure. The negotiation committee shall represent the Union during collective bargaining negotiations and special conferences. The Union shall furnish the City with a list of the Union representatives, their designated areas of responsibility (including the name of the chairman for each committee) and shall notify the City if and when any changes are made.

Section 2.3 – Union Security: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall, within thirty (30) calendar days after the effective date hereof, become and remain

members in good standing of the Union or cause to be paid to the Union a representation fee equivalent to the regular monthly dues uniformly applied to members of the Union and any assessment applied uniformly to members, the collection of which would not be in violation of law as a condition of continued employment. All future employees who are assigned and/or promoted to any position covered by this Agreement after the effective date hereof, shall within thirty (30) calendar days after the date of assignment and/or promotion, become and remain members of the Union in good standing or pay a representative fee equivalent to the regular monthly Union dues uniformly applied to members and any assessments applied uniformly to members, the collection of which would not be in violation of law as a condition of continued employment.

Section 2.4 – Payroll Deduction for Dues: For those bargaining unit members who properly execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State law, the City agrees to deduct from each paycheck the regular weekly dues and assessments in the amounts certified to the City by the Secretary-Treasurer of the Union and to forward the same to said Secretary-Treasurer within fifteen (15) calendar days thereafter.

Section 2.5 – Indemnity Provisions: The Union agrees to indemnify and save the City harmless from any and all claims, suits and all other forms of liability that may arise out of or by reason of the City's compliance with Sections 2.3 and 2.4 above.

Section 2.6 – Management's Rights: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the City and the employee, are vested solely and exclusively in the City.

Section 2.7 – Anti-Discrimination: The City and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee because of his or her membership or non-membership in the Union.

Section 2.8 – Ratification Agreement: This agreement, and any amendment to this agreement between the City and the Union, shall be effective and may be implemented upon ratification by the authorized representatives of both parties. The exception to such implementation date is a specific agreement between the parties on the effective date of a contractual provision. Integration of the new contractual provisions and execution of the contract will take place within sixty (60) calendar days of final ratification. Printed copies of the new agreement will be made available for distribution to all bargaining unit members within thirty (30) calendar days after execution. The parties will share equally in the cost of printing.

ARTICLE 3 **GRIEVANCE PROCEDURE**

Section 3.1 – Definition of Grievance: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. However, excluded from coverage by the grievance procedure are disputes concerning any specific provision of Public Act No. 78 (Civil Service for Police and Fire Departments) or Public Act of 1937 No. 345 (Policemen and Firemen Pensions).

Section 3.2 – Grievance Procedure: All grievances shall be resolved in accordance with the following procedure:

FIRST STEP: An employee's grievance shall be submitted by the Union in writing to the Fire Chief, within ten (10) calendar days of the occurrence of the event upon which the grievance is based. Within five (5) working days after receipt of the grievance, the Fire Chief and/or other designated representatives from the department shall hold a meeting with the grievant and the Union representatives, and within five (5) working days after said meeting, the Fire Chief shall give a written response to the Union.

- a) A written grievance shall state: (1) who is affected; (2) what happened; (3) when it happened; (4) where it happened; (5) what section of the contract has allegedly been violated; and (6) what adjustment is requested.

SECOND STEP: If the grievance is not settled in the First Step, the Union shall have four (4) working days to appeal the results of the First Step to the City Manager or City designated representative. The appeal shall be in written form including the original grievance and the answer of the Fire Chief, and the reason why such answer is not acceptable. The City Manager and/or other City representative(s) shall have seven (7) working days to hold a meeting with the Union representative(s). The City Manager or City designated representative shall give a written answer to the Union within five (5) work days of such meeting.

THIRD STEP: If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the Union shall within ten (10) work days following receipt of the City's Second Step answer, advise the City, in writing, that such answer is unacceptable, including the reasons why it is deemed to be unacceptable, and further advise the City that the matter is being appealed to arbitration.

- a) The parties shall select an arbitrator to whom they shall present the facts and the respective positions concerning the grievance. The arbitration proceeding shall be conducted under the rules of the American Arbitration Association then in effect. The City and the Union shall equally share the expenses and fees of the arbitrator and the American Arbitration Association.
- b) The arbitrator shall have no authority to add to, subtract from, change or modify the provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be final and binding on the City, the Union and the grievant.

Section 3.3 – Time Limits: A grievance which has not been settled at any step of the grievance procedure and if not appealed by the Union to the next succeeding step in the time limits provided for appeal shall be considered as having been withdrawn by the Union. If the City does not answer a grievance within the time limit specified for such answer at any step of the grievance procedure, such grievance shall be advanced to the next higher step of the grievance procedure.

Section 3.4 – Policy Grievances: Grievances on behalf of the Union body as a whole shall be filed by the President of the Union, or a duly authorized union representative, and shall be processed in accordance with the procedures set forth in Section 3.2 above.

Section 3.5 – Grievance Meetings: During the presentation and/or discussions of grievances provided for in this Article, time-off without loss of pay shall be granted to two (2) Union representatives for the purpose of representing the Union at such meetings.

Section 3.6 – Special Conferences: Special conferences for important matters (not grievances) will be arranged between the Union President and the Director of Employee Relations and shall be held within ten (10) calendar days of such request by either party for such a conference. Additionally, either the Chief or Union President may request a similar conference with each other, to be held within ten (10) calendar days of such request by either party. Special conferences shall include changes, modifications, or alterations to departmental policies, procedures, or conditions. No more than three (3) representatives of the City and no more than three representatives of the Union shall attend such conferences. The members representing the Union shall not lose time or pay for time spent in special conferences. Neither of the parties hereto are required to attend more than one (1) special conference per month.

Section 3.7 – Definition of “Work Days”: For the purpose of this Article, “work days” shall mean the days of Monday through Friday that the City Hall is open during regular business hours.

ARTICLE 4 **DISCHARGE AND DISCIPLINE**

Section 4.1 – Election of Remedy: Discharge and disciplinary action to be taken by the City against a member of the Bargaining Unit shall be done in the manner as set forth in Public Act No. 78 of 1935 (Civil Service for Police and Fire Departments). Within five (5) work days after receipt of a notice of discharge or disciplinary action, the Union may elect to have such discharge or disciplinary action heard pursuant to the grievance and arbitration procedure set forth in Article 3 of this Agreement. Such election of remedy shall be irrevocable unless mutually agreed between the Union and the City Manager. If the Union does not select the remedy of arbitration within five (5) work days, the employee shall be limited to a public hearing under 1935 PA 78, and the rules and regulations of the Act.

Section 4.2 – Removal of Disciplinary Action: Employees may request to have discipline removed from their personnel and civil service file. Requests are subject to review by the Chief and Director of Employee Relations. Their decision is not subject to the grievance procedure. An employee can request removal of an oral reprimand after one (1) year, provided there has been no further disciplinary action since the issuance of the discipline. Subject to the same rule, an employee can request removal of a written reprimand after eighteen (18) months. The City is willing to meet with the employee and a union representative to hear the removal request.

ARTICLE 5 **SENIORITY**

Section 5.1 – Definition of Seniority: Seniority shall be defined as a permanent, full-time employee's length of continuous service within the City Fire Department since the employee's last appointment date. “Last appointment date” shall mean the date upon which an employee first reported for work as a full-time permanent employee at the Fire Department at the direction of the City since which they have not quit, retired, been discharged or transferred outside the Fire

Department. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoff for lack of work or funds, except as hereinafter provided.

Section 5.2 – Probationary Period: All new permanent, full-time employees shall be probationary employees during the first twelve (12) months of their employment. During the probationary period, the new employee shall have no seniority status. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of the employee's last hiring date.

- a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent full-time employee. A new probationary employee may be terminated for any reason at the sole discretion of the City during the probationary period. The City will notify the employee of the reason for termination in writing at the time of the employee's termination. The termination of a new probationary employee shall not be subject to the grievance procedure in Article 3. New probationary employees are employed on an at-will basis during their probationary period.

Section 5.3 – Seniority List: The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list will be posted on the bulletin board every six (6) months. The names of all permanent, full-time employees who have completed their probationary period shall be listed on the seniority list in order of their last appointment dates starting with the senior employee at the top of the list. Hires on the same day will be placed on the seniority list in the order that they appeared on the eligibility list.

Section 5.4 – Layoff and Recall Procedure: The layoff and recall of employees shall be done in the manner set forth in Public Act No. 78 (Civil Service for Police and Fire Departments), except that the Fire Chief shall be excluded from coverage by the Act.

The City will provide written notice to the affected employee(s) and the Union President at least thirty (30) calendar days in advance of the date of layoff.

In the event that a bargaining unit member is laid-off from a classification, but retains employment in another classification in the bargaining unit, the laid-off member shall retain return rights to their former classification for a period of thirty-six (36) months following the layoff.

Section 5.5 – Termination of Seniority: An employee's seniority within the Fire Department shall be terminated:

- a) If the employee quits, retires or is transferred outside the Fire Department. Any employee who is transferred from the Bargaining Unit to another position within the Fire Department shall retain seniority. If an employee fails to qualify, within the specified qualifying time, in a position with the Department, but outside the Bargaining Unit, the employee shall return to their former position without loss of seniority.

- (b) If the employee is discharged for cause and such discharge is not reversed through the procedure referred to in this agreement.
- c) If, when recalled to work following layoff, the employee fails to notify the City within seven (7) calendar days of their intention to return to work or fails to actually return to work within fifteen (15) calendar days after a written notice by certified mail of such recall is sent to the employee's last address on record with the City.
- d) When an employee has been laid off for lack of work or funds for a period in excess of twelve (12) consecutive months or for a period equal to the employee's length of seniority, whichever is greater.

Section 5.6 – Promotions: The promotional procedure for employees covered by Public Act No. 78 (Civil Service for Police and Fire Departments) shall be as set forth in the Act, except that it is understood and agreed that the position of Fire Chief be excluded from coverage by the Act. It is further understood and agreed that the probationary period for all promotions shall be one (1) year.

Effective upon ratification by the parties for the 7/1/1997 to 6/30/2001 Bargaining Agreement (2/2/99), the parties agree a promotion to the rank of Battalion Chief shall be governed by Public Act No. 78, except that the appointing officer shall have the ability to pick from the top three (3) eligible candidates on the promotion list.

ARTICLE 6

LEAVES OF ABSENCE

Section 6.1 – Personal Leave of Absence: An employee who has completed their probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed thirty (30) calendar days in any calendar year, provided they obtain advance written permission from the City and can be spared from work for that purpose. Application for such leave must be in writing on the forms provided by the City. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to engage in any form of self-employment and any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged.

Section 6.2 – Medical Leave of Absence: An employee who because of illness, pregnancy or accident is physically unable to report for work may be given a leave of absence for the duration of such disability, but not to exceed one (1) year, without pay and without loss of seniority, provided the employee promptly notifies the City of the necessity therefore and provided further that the employee supplies the City with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is required by the City.

Section 6.3 – Military Service Leave: Any employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 6.4 – Military Field Training Leave: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any Civil disorder. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of their orders. Employees presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefore, subject to Federal Income Tax, and what they would have received at their regular rate of pay during such period. Such payments will be limited in a calendar year to two (2) weeks for annual field training and four (4) weeks for Civil disorders.

Section 6.5 – Union Business Leave: The City agrees to grant reasonable time off without loss of seniority and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business provided: (1) ten (10) calendar days written notice is given to the City by the Union specifying the length of time off requested; (2) the length of time off does not exceed four (4) work days within any twelve (12) month period; and, (3) no more than two (2) employees shall be granted such time off for such purpose at any one time.

Section 6.6 – Jury Duty Leave: The City agrees to grant time off without loss of pay to any employee required to be present for jury duty in any county, or a witness under subpoena by any court, except when the subpoena relates to outside employment. The employee shall be compensated by the City for time necessarily lost from scheduled work in an amount equal to the difference (other than mileage reimbursement, except when driving a City vehicle) between their normal hourly pay and the total pay received for jury duty on each day. The employee shall work until the time of the court appearance and return to work when excused from court.

Section 6.7 – Witness Leave: When, as a result of performing job duties as a Battle Creek City Fire Fighter, the employee is subpoenaed to make a court appearance, the employee shall continue to be paid for such time as they necessarily loses from their regularly scheduled work while testifying as a witness. When an employee is subpoenaed to make a court appearance at a time other than that for which the employee had previously been scheduled to work, they shall receive straight time pay for all hours necessarily spent while court is in session, with a minimum guarantee of two (2) hours straight time pay. The employee shall assign their court appearance or witness fee to the City.

Section 6.8 – Funeral Leave: Employees shall receive the amount of pay they would have received on a regular straight time basis for each day necessarily lost from regularly scheduled duty to make arrangements for and attend the funeral of a member of their immediate family. Such payment shall be limited to one (1) duty day for employees working a fifty-three (53) hour work week and three (3) duty days for employees working a forty (40) hour work week. This payment shall not be made for any of such days on which the employee for any other reason would have been absent from work. Such paid funeral leave shall not extend beyond the day following the funeral and to be eligible for such pay, the employee must notify the City as soon as possible of the necessity for such absence, and must attend the funeral, and, if requested by the City, must present proof of death.

- a) Immediate family is to be defined as: current spouse, children, step children, brother, sister, brother-in-law, sister-in-law, mother, father, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather and grandchildren.

- b) Employees will be allowed up to four (4) days for forty (40) hours per week personnel and two (2) days for fifty-three (53) hours per week personnel for the death of a child, a step-child who has resided with the employee for a minimum of twelve months, or the employee's spouse, as contractually defined.

ARTICLE 7

HOURS OF WORK

Section 7.1 – Normal Work Schedule: The normal work schedule of the Fire Fighting Division shall be twenty-four (24) hours worked followed by forty-eight (48) hours off. The normal work schedule for forty (40) hour employees shall be Monday through Friday. With advance approval of the Chief or Battalion Chief, forty (40) hour employees may flex the work schedule between the hours of 7:00 a.m. and 8:00 p.m., with a one (1) hour unpaid lunch. Normal work schedules will be five (5) eight (8) hour days or four (4) ten (10) hour days. However, this normal schedule may be adjusted by the City to meet the legitimate needs of the Department. Nothing herein shall be construed to constitute a guarantee of the above hours to any employee.

Section 7.2 – Hours for Fire Fighting Division: Shift change time for the Fire Fighting Division shall be 8:00 a.m. and check made of radio and other equipment at that time. The normal duty period shall be twenty-four (24) hours.

Beginning with May 7, 1989 cycle the fifty-three (53) hour schedule will be accomplished by each firefighting employee being scheduled for an extra off shift in every 56-day work cycle. The selection of the cycles in which these employees will receive the off shift will be determined by the Chief. The selection of the specific day in the cycle which is to be this off shift will be made by the employees, in order of seniority, provided that the selection is made by the beginning of that cycle, and further provided that no more than three (3) employees from the same battalion select the same date during the initial selection of Kelly days. If an employee fails to select a date, it will be assigned.

The Union agrees to hold the City of Battle Creek harmless from any claims made by its members against the employer in regard to the reduction in hours of work from fifty-six (56) hours per week to fifty-three (53) hours per week.

Effective July 29, 2012, the Fire Fighting Division will be on a twenty-eight (28) day work cycle for determining overtime pursuant to the Fair Labor Standards Act and the granting of a twenty-four (24) hour Kelly Day. The Kelly Day is based on scheduled hours and will be granted during the twenty-eight (28) day work cycle when an employee is scheduled for ten (10) twenty four (24) hour shifts. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-eight (28) day work cycle pursuant to the Fair Labor Standards Act threshold of 212 hours, or as amended.

Section 7.3 – Trading Time: Employees of equal rank may be permitted to work for each other subject to the employee's immediate supervisor's approval.

Section 7.4 – Sick List: The Fire Fighting Division will have the right to work for any member of the bargaining unit who is unable to work due to accident or illness provided that there is no

extra cost to the City and the procedure is in accordance with Article 2, Section 2.7 - Anti-Discrimination.

Section 7.5 – Station Transfers: Employees of the Fire Fighting Division who have served four (4) years in the department have the right to request and shall receive a permanent transfer away from their current station. Once an employee is eligible, a request may be made once every two (2) years. The request shall include two (2) locations, in rank order, that the employee wishes to transfer to. The employee's first request will be granted provided they have the seniority (Firefighters) or time in grade (Officers) to displace another employee at that particular station. Except in emergency situations, the transfer will take place within thirty (30) days. The City may only deny a transfer request for a legitimate business necessity. If the employee disagrees with the City's stated reason, a meeting may be called between the employee, the Union, the Chief, and the Director of Employee Relations. If the matter cannot be resolved, the Union may pursue the matter through the grievance process. Once a transfer is completed under this section, the employee shall not be transferred back to their original station (prior to the transfer) for at least two (2) years, unless the transfer back is mutually agreeable between the employee and the City. Additionally, once a transfer is completed the employee shall not be displaced from their selected station for a period of twelve (12) months from the date of transfer as a result of another employee utilizing this section. This section does not apply to cross-shift transfers.

- a) Notwithstanding the above, a probationary Lieutenant shall not have the right to transfer stations under this Section until the employee's probationary period has ended.

Section 7.6 – Station - Duty Assignments: As is presently being done, employees agree to continue to perform routine station housekeeping and maintenance functions as outlined below:

- a) Maintenance painting of fire stations where such painting does not constitute major rehabilitation or remodeling;
- b) Minor electrical; mechanical maintenance and minor carpentry in the fire station.
- c) Public relations work may be performed between the hours of 8:00 a.m.-5:00 p.m. on Monday through Saturday, and such other times as mutually agreed.

The time devoted to the above duties shall not exceed six (6) hours per duty period, unless mutually agreed to previously. Work will not be required between the hours of 12:00-1:00 p.m., or after 5:00 p.m.; after 12:00 noon on Saturdays (except public relations and one (1) training session per shift per fiscal quarter not to extend beyond midnight and every other year to assist with new hire agility testing); or on an employee's Sabbath (except public relations).

Section 7.7 – Compensatory Time: Whenever a forty (40) hour employee works in a situation which would entitle that employee to be paid on a basis of time and one-half (1½), the employee shall have the option to exchange such time paid for compensatory time (CT) at the rate of time and one-half (1½) under the following conditions:

- a) The CT option must be declared by an employee within the pay period worked.

- b) Employees are allowed a maximum of one hundred (100) hours accumulation in their CT bank.
- c) Any use of compensatory time will be charged and deducted from the employee's CT bank.
- d) CT hours must be used in increments of not less than one (1) hour.
- e) Employee may use banked CT hours upon the approval of the Chief or designee.

ARTICLE 8

FILLING OF TEMPORARY JOBS/VACANCIES

Section 8.1 – Manpower: If the manpower falls below the listed requirement to safely operate the Fire Apparatus, the City shall either: (1) take the apparatus out of service and distribute the remaining manpower, or (2) call in sufficient manpower to safely operate the equipment. The manning requirements are as follows:

- a) Engine(s) – two (2) fire fighters plus one (1) officer (or acting).
- b) Truck(s) – one (1) fire fighter plus one (1) officer (or acting).
- c) HAZ-MAT – two (2) fire fighters plus one (1) officer (or acting). If a hazardous materials incident occurs requiring the fire fighters to utilize their protective apparel, a minimum of four (4) qualified Haz-Mat personnel shall be required on the scene.
- d) Medical Response Unit(s) (MRU) – one (1) firefighter plus one (1) officer (or acting). MRUs shall be used for medical emergencies (excluding auto accidents), non-emergency public service calls or personnel transport to other departmental emergencies. When and if a third MRU is placed in service, a Captain or Acting Captain will be assigned to the station.

The City shall assure that at least two (2) Captains or Acting Captains are on-duty on each shift at all times. The City may deploy the Captains or Acting Captains in such a way as to require the fewest station moves. Notwithstanding any other provision in this agreement, total shift staffing shall not fall below 19 during any time that on-duty station personnel are responsible to respond at the airport.

The component of manpower may be reduced by one (1) firefighter on any engine or rescue engine for official department business (no more than three at any given time), or for a maximum period not-to-exceed three (3) hours for the purposes of that employee engaging in official departmental training on apparatus. At no time will the above apparatus be reduced below three (3), including an officer or an acting officer, for purposes of training under this section.

Section 8.2 – Selection Procedure: It is understood that if the total personnel needed in the above manning schedule is not maintained for all authorized apparatus, then the City shall either hire overtime from that classification that is vacant or take the apparatus out of service. It is further understood that as long as the total personnel needed in the above manning schedule is

maintained for all authorized apparatus, the Chief may use "acting officers" to fill officer vacancies as follows:

- a) If a vacancy occurs in the rank of Lieutenant, then the vacancy will be offered to the top fire fighter on the eligibility list for Lieutenant, for that particular shift. If they refuse, the job will be offered to the next person on the eligibility list and continue on down the eligibility list for that shift until a person is found to fill the position.
- b) If a vacancy occurs in the rank of Captain, then a vacancy will be offered to the top Lieutenant on the eligibility list for Captain for that particular shift. If they refuse, then the job will be offered to the next person on the eligibility list and continue on down the eligibility list for that shift until a person is found to fill that position. If the list is exhausted and the vacancy to be filled is one or both of the two (2) Captains referenced in Section 8.1, then qualified personnel in the station where the vacancy exists may be assigned as Acting Captain.
- c) If the vacancy cannot be filled in accordance with the above, then the Chief Officer in charge of that shift will assign the top person on the eligibility list, according to which classification is vacant.
- d) If the relevant Eligibility List has expired and is no longer in effect, the expired list will be used for filling temporary vacancies until a new list is established.
- e) If Eligibility Lists are not available because all personnel listed have either been promoted or their names have been removed from the list, the chief officer will assign personnel by seniority in grade according to which classification is available.

Section 8.3 – Pay During Temporary Transfers: Employees temporarily transferred for the convenience of the City shall, during the period of such temporary transfer, receive the rate of pay they would have received on their permanent job assignment or the maximum rate of pay for the job to which they are transferred, whichever is greater, for the entire period of such transfer. Such payment shall not be made unless the transfer occurs for a period in excess of two (2) hours.

- a) In the event such a temporary assignment to the position of Fire Lieutenant or Fire Captain exceeds one (1) duty day, the employee will be paid for the entire period of the transfer at the maximum rate for the classification.

Section 8.4 – Assignment of Probationary Lieutenant: Probationary Lieutenants will not be used as Acting Captains; however, it is understood that probationary Lieutenants may be used in Lieutenant's positions.

ARTICLE 9

WAGES

Section 9.1 – Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix “A” attached hereto and by this reference made a part hereof shall remain in full force and effect.

Section 9.2 – Overtime Pay: All employees shall receive time and one-half (1½) at the employee’s regular hourly rate of pay for all work performed in excess of the normal work day, the normal work week for forty (40) hour employees, or the FLSA Standard for the twenty-eight (28) day work cycle. Hours compensated under the paid sick leave provisions of this Agreement shall not be considered hours worked for the purpose of overtime computation. Only hours worked, not hours paid, go towards determining any overtime liability. There shall be no pyramiding of overtime hours. Hold-over at the end of a shift of less than fifteen (15) minutes shall be excluded in calculating overtime pay. Effective May 14, 2007, employees shall receive a minimum of two (2) hours paid at their prevailing hourly rate or time and one-half for actual time worked, whichever is greater, when “hired” for overtime. It is understood that an employee is normally “hired” for overtime by being held over at the end of their work shift or called in while off duty. Effective May 14, 2007, any employee that is improperly passed over for overtime shall receive two (2) hours paid at their prevailing hourly rate.

Section 9.3 – Emergency Call In For Duty: An employee called in for emergency duty at a time other than their scheduled work shift shall be credited with a minimum of four (4) hours of pay at their regular hourly rate, or with the actual hours worked at one and one-half (1½) times the employee’s hourly rate, whichever is greater, unless such time be continuous with their scheduled work shift, in which case the guaranteed minimum pay shall not apply, but they shall be paid at one and one-half (1½) times their hourly rate for all hours worked prior to their scheduled shift.

Section 9.4 – Stand-By Pay: The City will grant employees in the Fire Inspection/Prevention Division who are required to remain on a stand-by basis an additional 1.5 hours pay at the employee’s straight time rate of pay.

Section 9.5 – Salary Upon Promotion: When an employee is awarded a job through the promotional procedure, for which the maximum of the rate range is higher than the maximum of the rate range for the job from which they are promoted, the employee shall, as of the start of the next succeeding pay period, be placed at the lowest step for the classification to which they had been promoted, which will result in a pay increase.

Section 9.6 – Payday: Unless otherwise agreed to by the Union and the City, employees will be paid on a weekly basis. Effective with the pay period beginning, July 22, 2012, the parties have agreed to move to a bi-weekly pay basis.

Section 9.7 – Direct Deposit: Employees hired on or after August 7, 2001, must have their entire paycheck direct deposited. All employees hired prior to August 7, 2001, must make arrangements for direct deposit of their entire paycheck on or before October 12, 2001.

ARTICLE 10

VACATIONS

Section 10.1 - Vacation Schedule: Effective the first paycheck of January of a calendar year the employee who, during the calendar year will complete one or more years of continuous service with the City since their last hiring date, shall receive vacation, with pay, as follows (Hours = 40 hour employees, Days = 53 hour employees):

- | | |
|----------------------------------------------------|---------------------------------------------------|
| a. One (1) year but less than five (5) years | 88 hours (maximum 5 days for 53 hour employees) |
| b. Five (5) years but less than ten (10) years | 128 hours (maximum 8 days for 53 hour employees) |
| c. Ten (10) years but less than fifteen (15) years | 168 hours (maximum 10 days for 53 hour employees) |
| d. Fifteen (15) years but less than twenty (20) | 208 hours (maximum 13 days for 53 hour employees) |
| e. Twenty (20) years or more | 248 hours (maximum 15 days for 53 hour employees) |

Employees hired on or after July 1, 2011, will be subject to a new vacation schedule as outlined below. Current employees will be given a one-time option to switch to the new vacation schedule. Such election is irrevocable. The new schedule is as follows:

- | | |
|----------------------------------------------------------------------------|----------------------------------------------------|
| f. Six (6) months | 48 hours (maximum 2 days for 53 hour employees). |
| g. One (1) year but less than two (2) years of continuous service | 88 hours (maximum 5 days for 53 hour employees). |
| h. Two (2) years but less than seven (7) years of continuous service | 128 hours (maximum 8 days for 53 hour employees). |
| i. Seven (7) years but less than thirteen (13) years of continuous service | 168 hours (maximum 10 days for 53 hour employees). |
| j. Thirteen (13) years or more of continuous service | 208 hours (maximum 13 days for 53 hour employees). |

Employees terminating before their employment anniversary date shall reimburse the City for any vacation pay that is advanced but not subsequently earned.

Employees hired on or after January 1 of the calendar year are entitled to vacation benefits during their first calendar year, prorated, based on the employee's hiring date as compared to a full calendar year. The vacation benefit shall be rounded up to the next whole day.

Section 10.2 – Vacation Pay: One week of vacation pay shall equal the straight time earnings the employee would otherwise have received had they worked during the week of vacation time off.

Section 10.3 – Vacation Scheduling: The following guidelines apply for selection of vacation and Kelly days:

A) **VACATION SELECTION:** A single vacation list for each firefighting shift shall be established for the entire year. The list will be issued September 1 of each year, and signed by December 31 of the same year. Vacation on each shift shall be chosen by seniority. Each station shall be furnished a copy of the vacation list for their shifts with a seniority list on each sheet denoting the number of weeks of vacation credited to each employee. An employee's credited vacation that is not scheduled during the first two rounds of vacation picks shall remain in the employee's vacation bank. Vacation selection will be as follows:

1. First Round: Starting with the first employee on the seniority list, each employee entitled to a two or more week vacation may schedule from one to five consecutive duty days of vacation. Employees may also pass during the first round.
2. Second Round: After completion of the first round, starting with the first employee on the seniority list, each employee may schedule the remainder of their vacation time. Vacation selection during round two may be in single day increments. Employees may also pass during the second round.
3. The following rules apply to vacation selection:
 - (a) During the first two rounds of vacation selection, a limit of three employees may schedule vacation for any duty day.
 - (b) Each employee must make their choice within three (3) calendar days from the time the employee is notified by the station officer that the seniority list is available. If the employee fails to make a choice, the employee will be deemed to have waived the selection of vacation period, and the next employee on the list shall choose their vacation.
 - (c) Vacation time off once scheduled shall not be cancelled by the chief unless an emergency situation exists or unless required by a permanent change in shift assignment. Should the City require a change in shift assignment, the employee's scheduled vacation day(s) shall be assigned to days concurrent with their originally scheduled vacation day(s). Exceptional cases will be given special consideration by Fire Chief.

- (d) Vacations may not be waived and extra pay received for work during that period. Vacation must be used or forfeited by the first vacation period of the next calendar year.
 - (e) If an employee becomes ill or is injured during their vacation and is admitted to a hospital (excluding emergency room care), the employee shall be allowed to charge their accumulated sick leave bank and receive an equivalent amount of vacation time off for each day in the hospital that would have been a scheduled work day for the employee had they not been on vacation. The additional vacation day or days shall be scheduled at a time mutually convenient to the employee and the City.
 - (f) Employees are allowed to change vacation days selected. Changed days may be rescheduled to any available consecutive or non-consecutive days, returned to the employee's bank, or any combination of these options at the employee's discretion.
 - (g) Vacation slots left open after the rounds of vacation selections are completed and posted in the stations will be made available for the use of Kelly days within the 56 day Kelly period. Vacation days shall have precedence over Kelly days in vacation slots if conflicting requests for scheduling occur.
- B) KELLY DAY SELECTION: A single Kelly day list for each firefighting shift shall be established nine (9) shift days prior to each ten (10) shift day Kelly period. Kelly days on each shift shall be chosen by seniority. Each station shall be furnished the Kelly day list for A, B and C shifts. Selection of Kelly days will be as follows:
1. Starting with the first employee on the seniority list, each employee entitled to a Kelly day may schedule it during the ten (10) shift day Kelly period. The employee may also pass. During this selection, a limit of three employees may schedule Kelly days for any duty day.
 2. After the first round selection is completed, during the second round employees may schedule their full Kelly day or split the day into two 12-hour increments for use on separate duty days within the ten (10) shift day Kelly period. Employees selecting twelve (12) hour splits must schedule such time from 0800 to 2000 or 2000 to 0800. No other split of time is allowed. If an employee fails to select a date within the time period they are eligible, the City will assign a date to the employee.
 3. The following rules apply to Kelly day selection:
 - (a) Kelly day slots left open after the initial selection for Kelly day periods, or slots in non-ten (10) shift periods, will also be made available for the use of vacation. Kelly days shall have precedence over vacation days in Kelly slots if conflicting requests for scheduling occur. Slots in the ten (10) shift Kelly periods and the two (2) twenty-eight (28) day work cycles following the Kelly period for each individual shift (A, B or C) will be made available to pick on the Monday immediately prior to the start of the Kelly day period.

- (b) Kelly days once scheduled shall not be cancelled by the Chief unless an emergency situation exists or unless required by a permanent change in shift assignment. Should the City require a change in shift assignment, the employee's scheduled Kelly day shall be assigned to a day concurrent with their originally scheduled Kelly day. The Fire Chief will give special consideration to exceptional cases.
- C) A designated time shall be established each duty day for any requests for a change in the status of a vacation or Kelly day. All requests for change must be submitted in writing to the Chief or the Chief's designated authority by the time established for that particular day. In the event of conflicting requests, the request of the most senior employee shall be granted.
- D) Six (6) members of the firefighting division may be off at the same time on each shift on any combination of vacation or Kelly days. The Chief may, from time to time, establish an increased number of employees on vacation if it will not result in additional overtime expense to the city, and, in the Chief's judgment, it will not adversely affect the operation of the department.
- E) Vacations of Prevention and Training Division employees may be taken in half, single or multiple days if the efficiency of the department will not be impaired and with the approval of the immediate supervisor. One (1) week of vacation for such employees shall equal the number of hours in the regularly scheduled work week (i.e., 40 hours). When a granted holiday is observed during the scheduled vacation of any Prevention and Training Division employee, their vacation shall be extended one (1) consecutive day.

Section 10.4 - Termination of Employment: An employee who retires or dies during a calendar year after their employment anniversary date will be entitled to vacation pay on a prorated basis.

ARTICLE 11 **HOLIDAYS**

All permanent, full-time employees shall be entitled to receive the following paid holidays:

New Year's Day	Martin Luther King Day
Presidents Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Friday following Thanksgiving Day
Day before Christmas	Christmas Day

- a) All permanent, full-time employees who during the contract year were fifty-three (53) hour employees shall receive along with their first paycheck in June of each year, in lieu of the above listed holidays, an annual holiday bonus as follows:

June 1, 2015	\$2424.13
June 1, 2016	\$2472.61
June 1, 2017	\$2522.06

The payment shall be included in the employee's regular check with the minimum required percentage withholding for Federal income tax purposes. For employees who either become or are removed from fifty-three (53) hour work week status during the year, such payment shall be prorated on the basis of the number of holidays occurring during the period they occupied the fifty-three (53) hour status. Non-probationary employees whose employment terminates during the contract year shall receive such prorated payment along with their final paycheck. For purposes of the Fair Labor Standards Act, this lump sum payment shall be considered to be compensation for the course of the entire work year.

- b) A forty (40) hour per week employee shall receive eight (8) hours of pay at their regular straight time rate for such holidays if the employee works their last scheduled work day before and after the holiday.
- c) A forty (40) hour per week employee qualifying for and working on any of the above listed holidays shall receive one and one-half (1½) times their regular rate of pay for all hours actually worked on such holidays in addition to said holiday pay.

ARTICLE 12

INSURANCE

Section 12.1 - Health Insurance:

- a) The City shall provide each full-time employee the option of selecting one of the following health plans:

PLAN I: BC/BSM comprehensive major medical plan (or equivalent) with the following benefits:

Benefit: \$1,000,000 lifetime coverage

Deductible: \$100/person, \$200/family

Co-Insurance: insurance pays 90% of first \$5,000 in expenses after deductible, 100% thereafter

Charges: pays based on reasonable and customary charges as defined by the carrier.

The above plan is not available for employees hired on or after 6/7/11.

PLAN II: Health Maintenance Organization: Provided coverage is available, the Health Maintenance Organization (HMO) service shall be an alternative choice to the services provided in Plan I.

The HMO coverage has been adjusted by adding a provision requiring a twenty-five percent (25%) co-payment on all hospital-billed charges up to a maximum co-payment of \$250 per individual and \$500 per family per calendar year.

b) Under both Plan I and Plan II, the City agrees to pay the premium for eligible employees and their dependents. The maximum premium contribution by the City for HMO (Plan II) coverage shall be limited to the monthly premium paid under Plan I. Any premium in excess of this amount shall be paid by the employee via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

Effective January 1, 1995, active employees shall begin contributing to the health insurance premium. The initial contribution shall be \$2.35 per week payable via payroll deduction. Effective January 1, 1996, the contribution amount shall increase to \$2.50 per week via payroll deduction. Effective October 1, 2006, the employee contribution will be determined using a formula based on the composite rate charged to departments. The minimum contribution for employees using this formula is \$6.25 per week. The base composite rate is \$805 per month. Effective October 1, 2006, the employee contribution shall be \$6.39 per week. The employee contribution is adjusted on the first day of July each calendar year. Using the \$805 base, employees shall pay ten percent (10%) of any increase in the composite rate. The maximum employee contribution under this formula is \$55 per month. Effective June 30, 2011, the maximum employee contribution increases to \$65.00 per month. The amounts listed in this paragraph are in addition to any contribution required for Plan II as outlined above.

The co-pay for prescription drugs shall be \$10/\$15/\$20, a three-tiered formula based on generic, clinical formulary, and nonclinical formulary drugs as defined by Blue Cross/Blue Shield. Effective July 1, 2007, the co-pay shall be \$15/\$30, with rider MOPD2X, which allows a ninety (90) day supply of certain prescriptions, by mail order, for two (2) co-pays, and rider RX-90-2X, which allows a ninety (90) day supply of certain prescriptions for two (2) co-pays at the retail pharmacy level. The Blue Cross Blue Shield of Michigan pharmacy initiatives will be implemented within forty-five (45) days of ratification of this agreement (EDITORS NOTE: Agreement ratified on 6/7/11).

The City will allow employees the opportunity to opt out of health care coverage, provided the employee provides proof of other coverage at open enrollment. Employees who opt out of coverage would receive a payment of \$200 per month. Employees can opt back in at the next open enrollment or if there is a qualifying event under COBRA and the employee loses their other coverage.

Effective January 1, 2013, the base insurance plan for all bargaining unit members shall be changed to a High Deductible Health Plan (HDHP), the BCBSM Flex Blue III Plan (or equivalent), with a \$2,000 deductible for single coverage and a \$4,000 deductible for two person or family coverage. Once the deductible is met, the plan has a prescription co-pay of \$10 for generic drugs and \$60 for brand name drugs. The plan maximum prescription co-pay out of pocket cost is \$1,000 for single coverage, \$2,000 for two person/family.

Employees, if eligible, may elect the previously offered health plans but must pay the difference in the illustrated rate between the HDHP and the plan selected. (The exception to this

pay difference requirement is for employees who participate in the VBID program or Medicare. Employees in those programs may opt out of the HDHP and pay a premium contribution of \$100 per pay period.) Such payment must be done via payroll deduction. If for any pay period there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit the appropriate amount directly to the City no later than the end of the calendar month when the premium is due.

Employees participating in the HDHP have the option of participating in a City sponsored Health Savings Account (HSA). The City will contribute to the employee's account as follows:

2014

Single Coverage: \$500

Two-Person/Family Coverage: \$1,000

2015

Single Coverage: \$1,000

Two-Person/Family Coverage: \$2,000

2016

Members of the bargaining unit shall receive the same benefit as the highest compensated members of other units, but under no circumstances shall the City contribution be less than \$500 for Single Coverage and \$1,000 for Two-Person/Family Coverage.

Upon notice from any employee with supporting documentation that he/she has reached the federal maximum contributions for the year the City will immediately terminate any payroll deductions.

c) Employees on an unpaid leave of absence, suspension or layoff shall continue to have their health insurance benefits paid by the City for the first sixty (60) calendar days. After sixty (60) calendar days, an employee may continue the health insurance benefits in effect, to the extent allowed by the insurance company, by paying in advance the monthly premium to the City. Employees receiving Worker's Disability Compensation benefits shall receive health insurance paid by the City for the period that the supplemental payments set forth in Article 13, Section 13.5 remain in effect.

d) Employees who were hired on or before the date of the 2007 Act 312 Award (May 14, 2007) and who retired on or after July 1, 2004, with a pension benefit immediately payable, shall receive the same health insurance benefits as set forth in the collective bargaining agreement for current, active employees, excluding any insurance premium co-pay required of active employees. Coverage will change in accordance with any changes in coverage for active employees. Health insurance coverage shall be provided to the retiree and to his/her spouse at the time of retirement, if any.

Effective May 14, 2007, current employees and employees retiring on or after July 1, 2004, shall be required to contribute three percent (3%) of their total compensation (on a pre-tax basis, if available) or their pension benefit into a retiree health care fund. As part of the negotiations for the 2008-2009 extension, the City offered a two-and-a-half percent (2.5%) wage

increase. The union chose to apply some of that wage increase to the employee retiree health care fund contribution. The parties agreed that the wage increase for 2008-2009 would be two percent (2%), and the employee contribution to the retiree health care fund would be reduced to two-and-a-half percent (2.5%) of total compensation. This change in employee contribution is effective July 1, 2008. The trust fund shall be utilized exclusively for firefighter retiree health insurance. The fund shall expend up to the entire balance of the fund to pay the current health insurance premiums for eligible retirees. There will not be individual accounts. In addition to the funds available from the retiree health care trust fund, the City may continue to supplement the cost of retiree health insurance premium payments from the pension fund, as currently provided, if funds are available.

If health insurance premiums for eligible retirees exceed the amount available from the retiree health care trust fund, the excess premium costs shall be fully paid by the City.

In the event a retired employee has comparable health insurance available, either through other employment or through their spouse's employment, the retiree shall be required to opt out of the City provided health insurance plan(s). Consequently, if the retiree is not participating in a City provided health care plan, he/she shall not be required to contribute a percentage of their pension benefit for the entire period the retiree has opted out of the City provided health insurance coverage. Should the retiree no longer be eligible to participate in a Non-City provided health insurance plan, he/she shall be permitted to immediately opt back in to a City provided health insurance plan and will be required to resume the percentage contribution as outlined above to the retiree health care fund.

In the event there is a dispute whether health insurance coverage is "comparable" as stated above, a neutral third party shall resolve the matter. If the City and the retiree are unable to mutually agree upon a neutral third party, the matter shall be submitted to the American Arbitration Association or other mutually agreed arbitration service to appoint the neutral arbitrator. Any fees associated to the appointment of a neutral third party shall be borne by the City. The union shall not represent the retiree or be a party to any such arbitration.

The City and the union shall discuss the nature of the trust (VEBA trust or other designated trust account as permitted by the IRS Code). The trust shall have union and City representation on its Board of Trustees.

In the event retiree health insurance is provided through any state or federal program without premium costs to the employer, the 3% contributions shall be suspended, and the parties shall meet to determine how to dissolve and distribute any assets remaining in the fund.

Employees hired after the date of the 2007 Act 312 Award (May 14, 2007) finalizing the 2004-2008 Bargaining Agreement between the City and IAFF Local 335, shall have the same terms and conditions regarding retiree health insurance as those retiring on or after July 1, 2004, including any contributions to, and distributions from, the retiree health care fund. However, the City's contribution towards the premium for employees hired after the effective date of the Award shall be capped at \$200 per month.

Section 12.2 - Dental Insurance: The City agrees to pay the premium for dental insurance for employees and their eligible dependents. The plan shall be the Delta Dental of Michigan traditional 80/20 plan (or equivalent), with the following benefits:

Deductible:	no deductible on Diagnostic, Preventive or Emergency Palliative, x-rays, (Class I) \$25.00 per person on balance of Class II and Class III benefits.
Benefit:	\$1,500 annual maximum contract benefit per person for Class I, II, and Class III benefits.
Orthodontics:	50% co-pay on Class IV benefits, with lifetime maximum of \$1,000 per eligible person.
Charges:	Pays based on usual, customary, and reasonable as determined by the insurance carrier.

Employees newly hired by the City shall receive coverage effective the first day after completing six (6) months of service with the City.

Section 12.3 - Life Insurance: The City agrees to pay the premium for term life insurance, with an accidental death and dismemberment rider, for each eligible employee. The amount of insurance shall equal one times the employee's base annual salary, rounded up to the next thousandth dollar. The minimum benefit for eligible employees shall be \$25,000. The City shall also provide, at no cost to the employee, term life insurance for an eligible employee's spouse and dependents. Spousal coverage shall equal \$2,000; dependent coverage shall be \$1,000 per dependent.

Section 12.4 - Conditions of Insurance Coverage: Insurance provided under Sections 12.1 through 12.3 above shall be subject to conditions imposed by the various insurance carriers. The City's responsibility under this Article is limited solely to the payment of necessary premiums to purchase the insurance described in Section 12.1 through 12.3 of this Article. The City agrees to maintain the level of City-paid group insurance benefits as outlined in this Article during the life of this Agreement.

ARTICLE 13 **PAID SICK AND PERSONAL LEAVE**

Section 13.1 - Accrual of Sick and Personal Leave: On July 1, 2014, each member of the bargaining unit shall be credited with the following compliment of leave time:

40 Hour Employees:	84 hours sick leave and 16 hours personal leave.
53 Hour Employees:	120 hours sick leave and 48 hours personal leave.

Beginning July 1, 2015, all members covered by this Agreement who work a normal work week consisting of forty (40) hours shall accumulate seven (7) hours of paid sick leave and 1.33 hours of personal leave per month, not to exceed a combined total of one hundred sixty (160) eight (8) hour days, or 1,280 hours.

Beginning July 1, 2015, all members covered by this Agreement who work a normal work week consisting of fifty-three (53) hours shall accumulate sick leave at the rate of ten (10) hours per month and personal leave at the rate of four (4) hours per month, not to exceed a combined total of 1,950 hours.

- a) Said employees shall be charged first against their sick leave accrued on or after July 1, 2014, if any, for the actual number of duty hours missed while on sick leave. If the only sick leave hours in an employee's combined leave bank were accrued prior to July 1, 2014, the employee may utilize those hours consistent with this agreement.

On July 1, 2014, all members of the bargaining unit shall have their existing sick leave banks frozen at the levels which existed prior to the leave hours credited to them on that date. To the extent that the leave hours credited on July 1, 2014, when combined with the frozen sick leave bank, cause any member to exceed the contractual cap on the total number of hours which can be accumulated in the combined leave bank, such excess time will be forfeited from the member's newly credited sick time; except that members who are at or close to the contractual cap on July 1, 2014 and who avail themselves of the initial cash payment provision in Section 13.3 below, shall not be required to forfeit newly credited sick time if the newly credited sick time when combined with the remaining frozen balance after the cash payment is at or below the contractual cap.

Section 13.2 - Verification of Illness: Any employee using sick leave must remain at home or be present in a medical office or medical institution for treatment. The City reserves the right to visit any employee on sick leave at any time. The City may request a certificate from a medical doctor indicating the nature and duration of an employee's illness when an employee uses two or more consecutive days of sick leave or when the City has reason to believe the employee is abusing sick leave, before allowing the employee to return to work, provided that notice is given to the employee of the required doctor's slip prior to the employee attempting to return to work. In all instances, the burden of proof for use of sick leave rests with the employee. The City will endeavor to notify the employees of the necessity for a note from a doctor's office (doctor, physician's assistant, or registered nurse) within two hours of the start of the shift in question.

Section 13.3 - Cash Payment for Sick Leave: Leave time credited on or after July 1, 2014 shall have no cash-out value. Any employee with frozen sick time which accrued prior to July 1, 2014 may, on an annual basis, receive an amount equal to one-half (1/2) of up to 150 hours of such sick leave. Employees electing this option must request the payment in writing no later than July 1; and payment shall be made in the first pay in August. Upon retirement with a benefit immediately payable or death of an employee, the employee or their estate shall receive an amount equal to one-half (1/2) of up to one thousand nine hundred fifty (1,950) hours of unused sick leave pay for fifty-three (53) hour employees and one-half (1/2) of up to twelve hundred eighty (1,280) hours of unused sick leave pay for forty (40) hour employees.

Section 13.4 - Paid Emergency Leave of Absence: Qualified employees who furnish proof satisfactory to the City that a critical illness exists within their immediate family may use accumulated sick leave for emergency leave, subject to the following limitations:

- a) Paid emergency leave for critical illness of a member of the employee's immediate family shall be available only in the case of such illness on the part of the employee's then current spouse, child, parent, or parent of spouse, and then for a period not to exceed one (1) regularly scheduled duty day at any one time.

Section 13.5 - Payments Supplementing Worker's Compensation: The City will allow an employee injured on the job and eligible for Worker's Compensation to draw the difference

between the Worker's Compensation check and their normal net rate of pay (less Federal, State and City taxes) by charging their accumulated sick leave or holiday leave bank. A three (3) member board consisting of a representative of the Union, Fire Chief and Director of Employee Relations shall establish responsibility for each duty-connected injury. If the injury is ruled non-preventable on the part of the injured employee, they shall receive the above mentioned supplemental compensation for a period of six (6) months without any charge to the employee's accumulated sick leave or holiday leave bank. The board shall meet within five (5) duty days after the injury. All board decisions shall be by majority vote and not subject to the grievance procedure.

- a) Except as provided above, hours of paid sick leave are not available for use when an employee is absent from work and receives compensation for such hours lost from work under the Michigan Worker's Disability Compensation Act. If sick leave is used for such purpose, the amount of gross pay shall be repaid to the City upon receipt of the Worker's Disability Compensation benefit checks and the amount of paid sick leave credits shall thereupon be restored.
- b) Due to occasional delays in processing Worker's Disability Compensation benefit claims, the City agrees to make a payroll advance in the amount of the anticipated benefit check for a period of up to four (4) weeks, provided the affected employee agrees in writing to repay the City upon receipt of the benefit checks and that in any event if the advance is not repaid within ninety (90) days it may be charged against accumulated vacation or withheld from future paychecks, holiday payments or longevity payments.

Section 13.6 – Sick Leave Incentive: Beginning with the fiscal quarter which starts on July 1, 2014, any employee who uses no paid sick leave during a three-month period (fiscal quarter) shall receive a sick leave incentive bonus of \$175.00, which shall be paid in the first pay check of the following fiscal quarter.

Section 13.7 – Disability Insurance Advisory Committee: The parties agree to establish an advisory committee comprised of an equal number of appointees from the Union and the City to develop a recommendation for City-paid short-term and long-term disability insurance plans to be adopted for the protection of members of the bargaining unit. If the plan recommended by the committee is adopted by the City, the sick leave incentive bonus paid pursuant to Section 13.6 shall cease in the first full fiscal quarter after the implementation of the plan. If no plan is adopted or recommended, there is no penalty.

ARTICLE 14 **LONGEVITY**

The City agrees to a longevity pay program whereby it pays to all eligible employees, defined as employees hired before July 1, 2011, who qualify for such, the amount set forth below. Payment will be made on the first pay period following December 1 of each year based on the anniversary date attained by the employee during that calendar year. **(EDITORS NOTE:** The parties agree that longevity benefits shall be suspended for the payment due December 1, 2012. This provision is not to be constituted as precedent setting. Additionally, the parties agreed that the amounts specified below shall be paid at 50% the stated value for December, 2013.),

- a) To those full-time permanent employees who have completed seven (7) or more years of continuous service, the City will grant \$375.
- b) To those full-time permanent employees who have completed twelve (12) or more years of continuous service, the City will grant \$675.
- c) To those full-time permanent employees who have completed twenty (20) or more years of continuous service, the City will grant \$1,000.00.
- d) Employees who have qualified for longevity pay shall, upon retirement, receive a pro-rata share of their annual longevity as of the effective date of retirement for the year in which they retire. The pro rata share shall be equal to the number of complete months past their employment anniversary date and shall be payable on the last paycheck paid to the employee.
- e) Payment to the beneficiary of a deceased qualified employee of the employee's longevity pay for the year in which the death occurred shall be made on the same basis as payment to a retired employee.

ARTICLE 15

TRAINING AND EDUCATIONAL INCENTIVE

Section 15.1 – Medical First Responder: The City shall pay the full cost for employees to be trained and certified as Medical First Responders (MFR). After certification, the City shall provide access to the necessary training for renewing the certification and shall pay the cost of certification renewal. It shall be the responsibility of each employee to apply for certification renewal and to assure that he/she obtains and maintains the required number of credits to maintain certification.

Section 15.2 – Educational Incentive: Employees are eligible to participate in the City's tuition reimbursement program to the extent that funds are available for such program and pursuant to guidelines for reimbursement that the City establishes. On the first pay period following June 1 of each year, the City will provide payment to permanent, full time employees who have completed accredited courses or degrees the amounts set forth below. All courses must be certified by an accredited college or certifying institution before payment is made, and a passing grade of "C" or above must be received.

Haz-Mat Tech. II	\$250
Technical Rescue*	\$250
E.M.T. - F.S.C.	\$250
Paramedic	\$300
Associate in Fire	\$350
Bachelor	\$400
Bachelor - Fire related degree	\$500
Masters (Pub Admin or Fire)	\$600

*The incentive shall be paid for certification in any of the following: Rope/High Angle; Confined Space; Swift Water; and Trench.

ARTICLE 16

WORK STOPPAGE

Section 16.1 - No Strike - No Lockout Pledge: The Union agrees that during the life of this Agreement neither the Union, its officers or agents will authorize, instigate, aid, condone, or engage in a strike, slowdown, or other interferences (to include picketing in uniform) with the City's operations. The City agrees that during the same period there shall be no lockouts.

Section 16.2 - Discipline for Violation: Individual employees, groups of employees or stewards who instigate, aid or engage in a strike, slowdown, or other interferences (to include picketing in uniform) with the City's operations may be disciplined or discharged at the sole discretion of the City.

ARTICLE 17

PENSION PLAN AND DEFERRED RETIREMENT OPTION

Section 17.1 – Pension Benefit: Those employees covered by the Firemen and Policemen Pensions Act (P.A. 1937, No. 345) shall have their retirement benefit calculated on the basis of three percent (3.0%) of average final compensation multiplied by the first twenty-five (25) years or service credited up to a maximum benefit equal to seventy-five (75%) of final average compensation.

Effective July 1, 1995, employees retiring on or after that date may retire with full pension benefits after twenty-five (25) years of service, regardless of age. Also effective July 1, 1995, the employee pension contribution shall be increased from seven percent (7.0%) to seven-and-one-half percent (7.5%). The cost of the "25 and out" benefit shall be amortized over a thirty (30) year time period.

Employees retiring on or after June 30, 2008, shall have their retirement benefit calculated on the basis of three percent (3.0%) of average final compensation multiplied by the first twenty-five (25) years of service and one percent (1.0%) for service years in excess of twenty-five percent (25%), up to a maximum of eighty percent (80%) of final average compensation. The City shall assume the cost of this pension improvement. Final Average Compensation (FAC) shall include payouts for the following accrued time: Vacation, compensatory time, longevity, and holiday pay. In no case shall a pension benefit exceed an employee's base wage at the time of retirement. This restriction shall only apply to overtime earned on or after July 1, 2011.

Section 17.2 – Deferred Retirement Option Plan:

A. Overview. The City agrees to offer members of the bargaining unit a Deferred Retirement Option Plan (DROP) consistent with the terms and conditions in this Section.

B. Eligibility. Any member of the bargaining unit may voluntarily and irrevocably elect to participate in the DROP at any time upon or after attaining 25 years of credited service up to attaining 30 years of credited service.

C. Participation Period. The maximum period for participation in the DROP is five (5) years (the "Participation Period"), unless a lesser period is elected and submitted in writing to the Human Resource Department (or designated department) by the bargaining unit member at the

time of DROP election. Members must declare the duration (in months) of the participation period when electing to participate in DROP.

An employee must cease or will be separated from employment with the Battle Creek Fire Department at the end of the 5 year standard DROP participation period or at the end of any lesser participation period that has been submitted in writing by the bargaining unit member at the time of election to participate.

D. Election to Participate. Once commenced, participation in the DROP program is IRREVOCABLE, unless the DROP participant becomes disabled. A member who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the City. The City shall review the application within 5 business days and notify the member of the approval of the application after verifying the member's eligibility for participation in the DROP.

On the member's effective DROP Date, he or she shall become a DROP participant and shall cease to be an active member of the Fire and Police Retirement System. The amount of credited service, multiplier and average final compensation shall be fixed as of the participant's DROP Date. Increases in compensation and accrual of additional service during DROP Participation will NOT be factored into the pension benefits of active or former DROP Participants; however, DROP participants shall continue to receive all contractual benefits due active employees throughout their participation in the DROP.

E. Drop Benefit. The participant's DROP Benefit shall be the regular monthly retirement benefit to which the member would have been entitled if the member had actually retired on the DROP Date. The participant's DROP Benefit shall be credited monthly to the participant's individual DROP Account.

F. Drop Accounts. For each DROP participant, an individual DROP Account shall be created in which shall be accumulated at DROP Interest the participant's DROP Benefits. All individual DROP Accounts shall be maintained by the Police and Fire Pension Administrator/City Treasurer and any other person so designated by the Pension Board for the benefit of each DROP participant. DROP Interest for each DROP participant prior to termination of employment shall be at a fixed rate of 2% per annum.

DROP Interest will be credited and accrued quarterly on the participant's DROP Account balance at the end of each quarter. The Police and Fire Pension Administrator/City Treasurer shall provide each participant with an annual statement of their account activity.

G. Participant Contributions. The Employer's and the employee's contributions to the Police and Fire Retirement System as specified in this collective bargaining agreement shall continue without interruption as of the participant's DROP Date for each employee entering the DROP until termination of employment.

H. Distribution of Drop Funds. Upon termination of employment, the former DROP participant must choose one of the following distribution methods to receive payment(s) from his or her individual DROP Account:

- 1) A total lump sum distribution to the recipient.
- 2) A lump sum direct rollover to another qualified plan. DROP participants' funds under the Plan shall be made available as soon as practical after termination of employment.

I. Death During DROP Participation. If an employee participating in the DROP dies either: (i) before full retirement (i.e., before termination of service); or (ii) during full retirement (i.e., after termination of service) but before distribution of the DROP account balance, the participant's designated beneficiary(ies) shall receive the balance in the participant's DROP Account in the manner in which they elect from distribution methods listed in subsection H. If the death occurs before full retirement the penalties outlined in Section L will not apply. In the event the participant has failed to name a beneficiary, the account balance shall be paid in a lump sum to the participant's estate.

J. Disability During DROP Participation. In the event a DROP participant becomes totally and permanently disabled from further performance of duty as a firefighter in accordance with the provisions of the Fire and Police Retirement System, the participant's participation in the DROP shall cease and the member shall receive such benefits as if the member had terminated employment during the participation period. Penalties outlined in Section L will not apply.

Application for and determination of disability shall be conducted in accordance with the Fire and Police Retirement System provisions.

K. Internal Revenue Code Compliance. The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof that is found by the IRS to be in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby declared null and void.

L. Penalties. In the event a member terminates employment before fulfilling the DROP period elected, the member shall be charged the following penalties:

1. A penalty of 75% of the DROP interest accrued will be assessed if the participant terminates employment before completing $\frac{1}{2}$ of the DROP participation period.
2. A penalty of 10% of the DROP interest accrued will be assessed if the participant terminates employment after completing $\frac{1}{2}$ or more of the DROP participation period but before completing the participation period.

3. Before assessing a penalty, the member shall have the opportunity to appear before the Pension Board to discuss any reason why the member believes the penalty shall not be assessed. The Pension Board's decision is not subject to the grievance process.

M. Cost: The parties intend that implementation, administration, and any other aspect of the DROP be cost neutral to the City. As such the parties agree that the City will receive 5% of each individual participant's DROP interest at the time of distribution of the account. In the event the City Treasurer or designee of the Pension Board notifies the Union and the City that the DROP is no longer cost neutral to the City, the parties will meet and determine how the additional cost of the program will be met.

ARTICLE 18

GENERAL

Section 18.1 - Uniforms: The City agrees to issue and maintain summer and winter uniforms for all bargaining unit members.

- a) Badges with consecutive numbers in accordance with seniority will be issued to all fire fighters. Once a year these badges will be re-issued according to the latest seniority list.
- b) All Fire Department employees in the bargaining unit shall be issued identification cards.
- c) Fire Lieutenants and Fire Captains shall be issued insignia or uniforms to identify them as such.

Section 18.2 - Food Allowance: The City shall grant to employees in the Fire Fighting Division a food allowance according to the following schedule:

- a) Effective July 1, 2001, the food allowance shall be \$6.35 per 24-hour duty day; effective July 1, 2002, \$6.55 per 24-hour duty day; effective July 1, 2003, \$6.75 per 24-hour duty day.
- b) For employees working partial shifts, the food allowance will be paid as follows:
 - 1) Less than twelve (12) hours: no payment.
 - 2) Twelve (12) hours but less than eighteen (18) hours: half payment.
 - 3) Eighteen (18) or more hours: full payment
- c) The amount specified in this section will be paid on a weekly basis calculated upon only those duty days actually worked during the week.
- d) Effective July 1, 2007, the food allowance will no longer be paid. Employees will have \$730 rolled into the base wage rate after calculation of the July 1, 2007 wage increase.

Section 18.3 - Safety and Health: The City shall continue to make reasonable and necessary provisions for the safety and health of its employees. Protective devices and other equipment as

deemed necessary by the City to protect the employees from injury shall be made available by the City at no cost to the employee.

- a) An employee injured on the job and unable to finish their regular shift shall be paid for the remainder of their regular shift.

Section 18.4 - Maintenance Standards and Rules and Regulations: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. This clause should not be interpreted to prevent the City from imposing reasonable and fair rules and regulations. However a claimed impropriety in a rule or regulation can be the subject of the grievance procedure along with any other alleged violation of this section. Further, this section should not be interpreted to prevent a mutually acceptable change in wages, hours and other conditions of employment.

- a) All general departmental directives and orders issued by Chief Officers shall be confirmed in writing with copies delivered to all stations and locations. The order book will be revised and/or updated by January 1 of each year.

Section 18.5 - Telephone Numbers: All personnel will furnish their telephone numbers to the department.

Section 18.6 - Amendments: This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provision. This Agreement may not be amended, altered or added to, except by the mutual consent of the parties in writing.

Section 18.7 - Savings Clause: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the City and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 18.8 – Social Security: In the event new federal legislation is enacted regarding Social Security and Fire Fighters, the Union and the City agree to a contract negotiation reopener to discuss the legislation's impact (editor's note: added with the 1997-2001 contract).

Section 18.9 – Residency: Employees hired on or after July 1, 2011, shall be required within six months of completion of probation to establish residency within twenty (20) miles of the nearest boundary of the City of Battle Creek.

Section 18.10 – Definition: References to "53 hour" employees in this contract is meant to refer to employees who are scheduled to work the normal work schedule for the Fire Fighting Division as defined in Section 7.1 of this agreement.


ARTICLE 19
DURATION


This Agreement shall become effective the 1st day of July, 2014, and the terms and provisions thereof shall remain in full force and effect until the 30th day of June 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

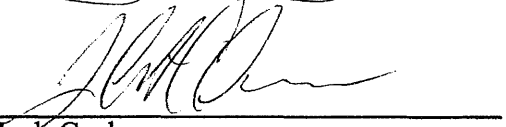
LOCAL NO. 335, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS


Chris Love
Union President

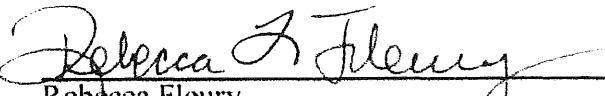

Cody Titus
Vice President


Nick Brizendine
Secretary/Treasurer

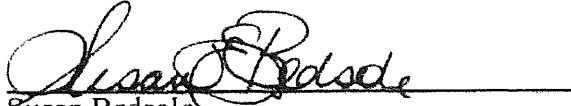

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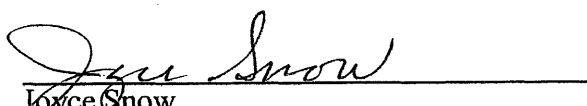

Josh Cushman

CITY OF BATTLE CREEK


Rebecca Fleury
City Manager


Nancy Mullett
Labor Relations


Susan Bedsole
Assistant City Manager


Joyce Snow
Human Resources Manager

APPENDIX A

		<u>7/1/2013</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
Firefighter	0	\$14.950	\$15.324	\$15.630	\$15.943
860	6	\$15.332	\$15.715	\$16.029	\$16.350
	12	\$15.709	\$16.102	\$16.424	\$16.753
	24	\$16.470	\$16.882	\$17.22	\$17.565
	36	\$17.228	\$17.659	\$18.012	\$18.372
	48	\$19.989	\$20.489	\$20.899	\$21.317
Lieutenant	0	\$20.805	\$21.325	\$21.752	\$22.187
830	6	\$21.952	\$22.501	\$22.951	\$23.410
Fire Inspector (Fire Marshal)	0	\$27.196	\$29.413	\$30.001	\$30.601
845	6	\$28.716	\$30.971	\$31.590	\$32.222
Fire Captain	0	\$22.363	\$22.922	\$23.380	\$23.847
825	6	\$23.448	\$24.034	\$24.515	\$25.005
Head Fire	0	\$29.260	\$29.992	\$30.592	\$31.204
Inspector 840	6	\$30.699	\$31.466	\$32.095	\$32.737
Fire Training	0	\$29.260	\$29.992	\$30.592	\$31.204
Officer 850	6	\$30.699	\$31.466	\$32.095	\$32.737
Fire Prevention					
Training 852	48	\$26.116	\$26.769	\$27.304	\$27.850

**Fire Training Officer (850) shall receive, in addition to his weekly rate, an annual improvement incentive of one percent (1%) per year. This incentive shall be paid beginning after one (1) year of service as the Fire Training Officer and shall be added to and become part of his existing annual rate of pay. The incentive shall be paid for a maximum of five (5) years. If a Captain is appointed as Fire Training Officer, he shall receive the first year's incentive effective upon his appointment. The incentive for a Captain shall be paid for an additional four (4) years.

Any person selected for the position of Fire Training Officer shall retain his existing rank and his position on the eligibility list for Fire Lieutenant, Fire Captain, or Fire Battalion Chief. At the time he becomes eligible for promotion on the Lieutenant or Captain list, he may also request reassignment. If he becomes certified for Battalion Chief, he must either accept that promotion and relinquish the Training Officer position, or he may remain Training Officer at the Captain rank.